



REGULATORY AUTH.

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BellSouth Telecommunications, Inc.
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July 2, 2001

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Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreements Negotiated by BellSouth Telecommunications, Inc. and GTE Mobilnet of Clarksville Incorporated d/b/a Verizon Wireless, GTE Mobilnet of Tennessee Incorporated, d/b/a Verizon Wireless, GTE Mobilnet of Nashville Incorporated, d/b/a Verizon Wireless, Knoxville Cellular Telephone Company, d/b/a Verizon Wireless, Chattanooga Cellular Telephone Company, d/b/a Verizon Wireless and Memphis Cellular Telephone Company, d/b/a Verizon Wireless, (collectively, the "Verizon Wireless Parties") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. 97-01400 01-00586

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Amendments to the Interconnection Agreements Negotiated by BellSouth Telecommunications, Inc. and the Verizon Wireless Parties Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. All six Amendments being submitted for approval are identical except for the different names of the Verizon Wireless Parties. The Amendments incorporate the Volume and Term Agreement as an attachment to the Interconnection Agreement.

The Verizon Wireless Parties and BellSouth respectfully request that the Petition and Amendments be filed, reviewed and considered for approval as expeditiously as possible.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Howard H. Bower, Verizon Wireless Parties
Leah Cooper

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Second Amendment to the Interconnection Agreements Negotiated by BellSouth Telecommunications, Inc. and GTE Mobilnet of Clarksville Incorporated, GTE Mobilnet of Tennessee Incorporated, GTE Mobilnet of Nashville Incorporated, Knoxville Cellular Telephone Company, Chattanooga Cellular Telephone Company and Memphis Cellular Telephone Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~97-01400~~ 01-00586

**PETITION FOR APPROVAL OF THE SECOND
AMENDMENT TO THE INTERCONNECTION AGREEMENTS
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND GTE MOBILNET OF CLARKSVILLE INCORPORATED, GTE
MOBILNET OF TENNESSEE INCORPORATED, GTE MOBILNET OF
NASHVILLE INCORPORATED, KNOXVILLE CELLULAR TELEPHONE
COMPANY, CHATTANOOGA CELLULAR TELEPHONE COMPANY AND
MEMPHIS CELLULAR TELEPHONE COMPANY
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, GTE Mobilnet of Clarksville Incorporated, d/b/a Verizon Wireless, GTE Mobilnet of Tennessee Incorporated, d/b/a Verizon Wireless, GTE Mobilnet of Nashville Incorporated, d/b/a Verizon Wireless, Knoxville Cellular Telephone Company, d/b/a Verizon Wireless, Chattanooga Cellular Telephone Company, d/b/a Verizon Wireless and Memphis Cellular Telephone Company, d/b/a Verizon Wireless, (collectively, the "Verizon Wireless Parties") and BellSouth Telecommunications, Inc., ("BellSouth"), and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Amendments to the Interconnection Agreement previously approved by the TRA on November 4, 1997 (hereinafter collectively referred to as the "Agreements"). The Agreements were negotiated between the Verizon Wireless Parties pursuant to Sections 251 and 252 of the Telecommunications Act of

1996, (the "Act"). In support of their request, the Verizon and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. Each Verizon Wireless Party is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENTS

3. The Verizon Wireless Parties and BellSouth have successfully negotiated agreements for the continued interconnection of their networks. These Agreements were approved by the TRA on November 4, 1997.

4. The parties have now negotiated a Second Amendment to the Agreements incorporating the Volume and Term Agreement as an attachment to the Interconnection Agreement. The only difference in the Second Amendments is the different names of the Verizon Wireless Parties. Copies of the Second Amendments are attached hereto and incorporated herein by reference.

5. Pursuant to Section 252 (e) of the Act, the Verizon Wireless Parties and BellSouth are submitting their Agreements to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreements do not discriminate against any other telecommunications carrier. Other carriers are not

bound by the Agreements and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreements are consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENTS

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreements between the Verizon Wireless parties and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreements only if it finds that the Agreements or any portion thereof discriminate against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreements or any portion thereof is not consistent with the public interest, convenience and necessity.

9. The Verizon Wireless Parties and BellSouth aver that the Agreements are consistent with the standards for approval.

10. Pursuant to Section 252 (i) of the Act, once the Agreements are approved, BellSouth will make the terms and conditions of the Agreements available to any similarly situated CMRS provider.

11. The Verizon Wireless Parties and BellSouth respectfully request that the TRA approve the Second Amendments negotiated between the parties without revision as expeditiously as possible consistent with the public interest. The Verizon Wireless

Parties have authorized BellSouth to file the First Amendments on their behalf.

This 2nd day of July, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreements on the following via United States Mail on the 2nd day of July, 2001:

Howard H. Bower
Area Vice President, Network
South Area
Verizon Wireless
245 Perimeter Center Parkway
Atlanta, GA 30346


Guy M. Hicks

**Second Amendment to
Interconnection Agreement between
Knoxville Cellular Telephone Company (d/b/a Verizon Wireless) and
BellSouth Telecommunications, Inc.
Effective March 1, 1997**

This Agreement (the "Amendment") is made and entered into as of May 31, 2001, between Cellco Partnership (d/b/a Verizon Wireless), a Delaware general partnership, successor in interest to Knoxville Cellular Telephone Company ("Verizon Wireless"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation.

WHEREAS Verizon Wireless and BellSouth hereinafter referred to collectively as the "Parties", desire to amend that certain Interconnection Agreement (the "Interconnection Agreement") between BellSouth and Knoxville Cellular Telephone Company effective March 1, 1997;

WHEREAS, the Parties have entered into a Contract Service Arrangement whereby Verizon Wireless will purchase BellSouth tariffed services pursuant to a Volume and Term Agreement effective October 1, 2000;

WHEREAS, the Parties desire to amend the Interconnection Agreement to incorporate the Volume and Term Agreement as an attachment to the Interconnection Agreement.

WHEREAS, both Parties request that the Interconnection Agreement be amended to reflect renegotiated language;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon Wireless and BellSouth hereby covenant and agree to the following changes in the General Terms and Conditions of the Interconnection Agreement:

1. Section VI. (D) of the Interconnection Agreement is deleted in its entirety and replaced with the following:

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Carrier as

to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic. Carrier may supply its own interconnection facilities or may purchase such facilities (a) from BellSouth pursuant to a separate agreement such as the Volume and Term Agreement attached hereto as Exhibit 1 and incorporated herein by this reference or pursuant to tariff for this purpose, or (b) from any other third-party supplier.

2. The term of the Volume and Term Agreement exceeds the term of the Interconnection Agreement. As such, the Parties hereby agree that the Volume and Term Agreement shall be incorporated into any subsequently negotiated interconnection agreement by the Parties for the remainder of the term set forth in the Volume and Term Agreement. If no such subsequent interconnection agreement is negotiated, this Amendment shall survive until the expiration of the term of the Volume and Term Agreement.

3. All other provisions of the Interconnection Agreement, effective March 1, 1997, and subsequent Amendments shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Randy J. Ham

Name: Randy J. Ham

Title: Director - Wireless

Date: June 4, 2001

Cellco Partnership d/b/a Verizon Wireless

By: Howard H. Bower

Name: HOWARD H. BOWER

Title: AREA VICE PRESIDENT, NETWORK SOUTH AREA

Date: 5/30/01